

EXHIBIT A

**State of Alabama
Unified Judicial System**

Form C-34 Rev 6/88

SUMMONS
- CIVIL -

Case Number

CY00-66

IN THE _____ CIRCUIT _____ COURT OF _____ PIKE _____ COUNTY

Plaintiff ROY BROOKS, JR. **v. Defendant** COUNTRY WIDE HOME LOANS, ET AL.

NOTICE TO

Prentice Hall Corporation System, Inc. reg. agent for Country Wide Home Loans 105 S. Perry St., Montgomery, AL 36104

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO FILE THE ORIGINAL OF YOUR WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT WITH THE CLERK OF THIS COURT. A COPY OF YOUR ANSWER MUST BE MAILED OR HAND DELIVERED BY YOU OR YOUR ATTORNEY TO THE PLAINTIFF OR PLAINTIFF'S ATTORNEY

J.E. SAWYER, JR.

WHOSE

ADDRESS IS 203 SOUTH EDWARDS, ENTERPRISE, ALABAMA 36330

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED by the Alabama Rules of Civil Procedure:

- ☐ You are hereby commanded to serve this summons and a copy of the complaint in this action upon the defendant.
- ☒ Service by certified mail of this summons is initiated upon the written request of _____ pursuant to the Alabama Rules of Civil Procedure.

Date

3.17.06

Clerk/Register

By:

- ☒ Certified Mail is hereby requested.

Plaintiff's/Attorney's Signature

RETURN ON SERVICE:

- ☒ Return receipt of certified mail received in this office on _____ (Date)
- ☐ I certify that I personally delivered a copy of the Summons and Complaint to _____ in _____ County, Alabama on _____ (Date).

Date _____

Server's Signature

Address of Server

Type of Process Server

IN THE CIRCUIT COURT FOR PIKE COUNTY, ALABAMA

ROY BROOKS, Jr.,

Plaintiff,

vs.

COUNTRYWIDE HOME LOANS,
And X, Y, AND Z either business
entities or individuals whose names
are otherwise unknown but will be
substituted by amendment when ascertained,

Defendants.

CASE NO: CV-2006- 106

COPY

COMPLAINT
Breach of Contract

1. Plaintiff, Roy Brooks, Jr., is an adult resident of Troy, Pike County, Alabama.
2. Defendant, COUNTRYWIDE HOME LOANS, INC., is a business entity incorporated and/or doing business under the laws of the State of Alabama and in Pike County, Alabama.
3. Defendants, X, Y & Z are believed to be residents of the State of Alabama and other states of the United States, whose names are otherwise unknown at the present but, will be substituted by amendment when ascertained.
4. The allegations in this company by Plaintiff occurred in a business transaction that allegedly took place between Plaintiff Brooks and Defendant(s), which are made the subject of this complaint by Brooks against Defendant(s) occurred in Troy, Pike County, Alabama. The allegations complained of by Brooks in this cause have their origins in the executed Auctioneer's Deed. See attached Exhibit "A".
5. Defendant, Countrywide Home Loans alleged in the foreclosure that the Plaintiff's property in question was not properly paid on by the Plaintiff.

6. Plaintiff alleges that he owned three (3) homes in the Troy, Pike County area and that said loans were under a loan/finance plan with Defendant Countrywide Home Loans, Inc.

7. Plaintiff's said homes in Troy received substantial damage from Hurricane Opal in 1995-1996 that forced Plaintiff to borrow \$10,000.00 from the federal government on a signature loan through the (SBA) for disaster assistance. Loan was later sold over to a bank in Mobile, Alabama.

8. Plaintiff later was informed that the bank in Mobile, Alabama had sold the (SBA) loan (note) to Defendant Countrywide Home Loans.

9. A total amount of \$7000.00 was owed on all three houses located in Troy, Alabama.

10. As a direct and proximate result of Defendant(s) breach of said contracts. Plaintiff has been or will be caused to suffer damages as a result of the loss of his homes, and monetary sums allegedly owed, all because of failure of the Defendant(s) and mortgage to properly service said loans. Further, Plaintiff has been and will continue to incur interest expenses and loss of his three homes in Pike County, Alabama. Further, Plaintiff has been caused to suffer a great deal of mental anguish and emotional distress as a result of Defendant(s) actions in connection with this transaction.

WHEREFORE, Plaintiff demands judgment against Defendant(s) in a reasonable sum to be ascertained by the trier of the fact in this cause, attorney fees, and costs of court.

COUNT II:

Fraud

11. Plaintiff re-alleges and incorporates by reference Count I, paragraphs 1 through 10, as if fully set out herein and would further allege.

12. This action is brought pursuant to the Code of Alabama, 1975 §§ 6-5-100 and 6-5-101.

13. On or about the 24th of March 2005, Defendant informed Plaintiff that as of 31 December 2004, payoff funds for the property in question had been received. See attached "Exhibit B".

14. At that time Defendant represented to Plaintiff that all funds had been fully satisfied for property located at 319 Dean Street, Troy, Alabama.

15. Said representations were false and Defendant knew they were false or, were false and Defendant, without knowledge of the true facts, recklessly misrepresented the facts.

16. Plaintiff believed the said representations and relied on them and acted upon them by believing that said loan was fully satisfied and no longer sent Defendant money.

17. As a proximate result of said fraud, the Plaintiff was caused to suffer the following injuries and damages: Said property located at 319 Dean Street, Troy, Alabama was foreclosed on by Defendant and placed in the newspaper for bids.

WHEREFORE, Plaintiff demands judgment against Defendant(s) in a reasonable sum to be ascertained by the trier of the fact in this cause, attorney fees, and costs of court.

COUNT III:
Negligence

18. Plaintiff re-alleges and incorporates by reference Count I and II, as if fully set out herein and would further alleges.

19. On or about 31 December 2005, Plaintiff, was negligently informed that said loan for property located at 319 Dean Street, Troy, Alabama had been satisfied in full.

20. Defendant's negligence was the proximate result of Plaintiff's real property located at 319 Dean Street, Troy, Alabama being foreclosed on.

21. As a proximate result of the Defendant's said negligence (or wantonness), the Plaintiff was caused to suffer the following injuries and damages: real property located at 319 Dean Street, Troy, Alabama was foreclosed on.

WHEREFORE, Plaintiff demands judgment against Defendant(s) in a reasonable sum to be ascertained by the trier of the fact in this cause, attorney fees, and costs of court.

Date this the 7th day of March February 2006.

Roy Brooks Jr.
ROY BROOKS, Plaintiff

J. E. Sawyer, Jr.
J. E. Sawyer, Jr. (SAW004)
Attorney for Plaintiff
203 South Edwards Street
Enterprise, Alabama 36330
(334) 347-6447

STATE OF ALABAMA)
COFFEE COUNTY)

Before me, the undersigned authority, personally appeared ROY BROOKS, who being by me first duly sworn deposes and says that she has read the foregoing Complaint and that the matters therein contained are true and correct.

Date this the 7th day of March, 2006.

Deanna M. Ireade
NOTARY PUBLIC
My Commission Expires: 07/03/2007

